

**AMENDMENT TO
NORTH MIAMI COMMUNITY DEVELOPMENT AGENCY HOUSING
IMPROVEMENT PROGRAM AGREEMENT**

THIS AMENDMENT TO THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY HOUSING IMPROVEMENT PROGRAM AGREEMENT ("Amendment") is entered into this day _____, between **Katherine Bethel** ("Owner") living at 950 NE 122nd Street, North Miami, Florida 33161, **North Miami Community Redevelopment Agency** ("NMCRA"), a public body corporate and politic, having its principal office at 735 NE 125th Street, Suite 100, North Miami, Florida 33161, and **Metro Contractor Incorporated** ("Contractor") having its principal business address at 5301 NW 158 Terrace, Unit 501, Miami Gardens, Florida 33054, collectively be referred to as the "Parties".

RECITALS

WHEREAS, on July 2, 2021, the Parties entered into a NMCRA Housing Improvement Program ("Agreement") which is attached hereto as Exhibit "B"; and

WHEREAS, the City desires to amend the Agreement to include additional rehabilitation services ("Services") as evidenced in the revised scope of services attached hereto as Exhibit A - Revised Scope of Work; and

WHEREAS, the Services are estimated to cost an additional Four Thousand Dollars and 00/100 (\$4,000.00).

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 1** is hereby amended to reflect a total amount of Twenty-Four Thousand Six Hundred Dollars and 00/100 (\$24,600.00) being utilized for the rehabilitation of the subject property; with Twenty-Four Thousand and 00/100 (\$24,000.00) of NMCRA's funds and Six Hundred and 00/100 (\$600.00) of Owner's funds
2. **Article 19** is hereby amended to reflect a limitation on liability amount of Twenty-Four Thousand Dollars and 00/100 (\$24,000.00).
3. **Exhibit A. SCOPE OF SERVICES** is hereby amended to include the additional services and total contract amount. The revised Scope of Services is included hereto as Exhibit A – Revised Scope of Services
4. All other terms and conditions of the Agreement remain in full force and effect.

The remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

Corporate Secretary or Witness:

By: [Signature]

Print Name: Tommie Lee Faison

Date: 9/2/2021

[Signature]

Witness

Date: 9/2/2021

OWNER

By: [Signature]

Print Name: Katherine Bethel

Date: 9/2/21

CONTRACTOR:

By: [Signature]
Metro Contractor Incorporated

Date: 9/2/21

APPROVED BY:

Alberte Bazile, MBA
Housing & Social Services, Director

Date: _____

ATTEST:

North Miami Community Redevelopment Agency, a public body corporate and politic

Vanessa Joseph, Esq., NMCRA Secretary

Rasha Soray-Cameau, Executive Director

NMCRA Secretary Date Signed

Executive Director Date Signed

Approved as to form and legal sufficiency:

Spiritus Law, NMCRA Attorney

NMCRA Attorney Date Signed

Katherine Bethel
CRA-Beautification - 2021-01

Exhibit A – Revised Scope of Work

SCOPE OF SERVICES

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

EXTERIOR

GENERAL ROOF SPECIFICATIONS

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. **Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract. A copy of the warranty must be submitted to the Homeowner and the Housing Division office upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.**

Additional sheathing to be replaced at %_____per square foot, or \$_____per linear foot

Additional rafters to be replaced at \$_____ per linear foot

Additional fascia to be replaced at \$_____ per linear foot

Additional soffit to be replaced at \$_____ per square foot

Uniform Mitigation Verification Inspection Form - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.

Forms MUST contain the Homeowner signature.

Forms MUST contain the Inspector's Wind Mitigation Certificate of Completion.

01) SLOPED ROOF- ARCHITECTURAL SHINGLES

\$8,000.00

Roof Decking is compromised and rotted.

Please assess the roof thoroughly as no change order will be accepted.

Remove all existing roofing covering, underlayments, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep-clean sheathing of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications above. Homeowner will select colors from the manufacturer's standard colors. Upon completion of work, contractor shall furnish Housing Inspector the manufacturer's shingle warranty, product approval and contractor's warranty for ten years against leaks.

- Furnish and install new underlayment.
- Furnish and install a secondary water barrier (smooth surface peel and stick, roofing membrane).
- Finish and install new 3 inches white galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.
- Install new dimensional TIMBERLINE PRESTIQUE 40 High Definition fungus resistant shingles mechanically fastened to deck. Valley shingles may be applied in an open or closed fashion only, not woven.

Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contact.

02) FLAT ROOF MODIFIED BITUMEN

\$3,000.00

Shingle colors shall be charcoal or light brown. Homeowner to decide.

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Remove entire sheathing at west side, remove rotted rafters and haul away at once. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged sheathing, missing sheathing and rafters as per Roof General Specifications and replace with code approved plywood, paint to match existing.

Remove/Repair/Replace decking at East side. Brace all rafters with code approved brackets.

Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with

hot asphalt. Where required, install new 3-inch white galvanized drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks. **NOTE: OVER THE LIVING AREA, 1" RIGID INSULATION IS REQUIRED AT FLAT PORTION OF ROOF EXCEPT WHEN PONDING WATER CONDITION EXIST WHERE TAPERED INSULATION SHALL BE USED OR ANY OTHER APPROVED METHOD. INSPECTION/DOCUMENTATION REQUIRED.** There can be no pooling water. Use tapered insulation or build up low areas, if required to prevent any pooling water.

03) REPLACE ALL FASCIA

\$1,000.00

- **Be mindful of cable wires while working.**

Remove and reinstall all electrical wires, cable, and lights to facilitate fascia installation.

Remove damaged or deteriorated fascia and haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring as required by FBC. Fascia replacement shall be with matching size and material. Outside corner shall be mitered and all fascia shall be secured with non-corrosive nails. **Minimum length of any fascia segment shall be 5 feet.** Remove all attachments to the fascia, as required, and reattached, after the fascia replacement. Remove and replace the required roofing system, i.e., shingles, roofing membrane and metal drip edge: match existing. Discuss with the Homeowner, prior to removal any variation.

- Paint new fascia to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** Housing Inspector shall verify brand and VOC level.

04) REPLACE SOFFIT AND SOFFIT SCREEN

\$800.00

Remove all damaged, deteriorated soffit; including replacing all soffit vents. Haul away all debris from property at once. Soffit and vent replacement shall be with matching size and material w/ appropriate plywood. Furnish and install new **1"x2" pressure treated furring**, as required. Secure all soffit with **non-corrosive nails**. **Minimum length of any soffit segment shall be 5 feet.** Miter outside corners. Remove all attachments to soffit, as required, and reattach after soffit

replacement.

- Paint new soffit to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Paint Specifications providing a uniform opaque coverage. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** **Housing Inspector shall verify brand and VOC level.**

05) INSTALL NEW RAIN GUTTERS & DOWNSPOUT

\$2,300.00

Install new 6" seamless metal gutter and downspout system (on the perimeter of the entire house). Install new 24" concrete splash blocks at downspouts, discharging the water away from any foundation.

06) PAINT EXTERIOR SURFACE OF HOUSE

\$5,500.00

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE:** **Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed.**

- Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.

Homeowner will select a maximum of three colors. Prime all joints as necessary. Protect adjacent areas before the painting process. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface to prime. Tint the primer to the color selection. Prime the entire property. **Call Housing Inspector for inspection**

Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and

awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. **Call Housing Inspector prior to application of finish coat.**

NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall left to homeowner for future use.

- Replace all loose and missing stucco siding. Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** Housing Inspector to verify brand and VOC level.
- *** Awnings, security bars must be sanded to remove paint build up and paint with an oil based paint.

Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.

7) ADDITIONAL SERVICES

\$ 4,000.00

Replacement of:

- 1) Rafters 12-2" X 6" X 20' = 12 X 12 = 240
- 2) Fascia 12-1" X 8" X 10' = 12 X 10 = 120
- 3) Plywood 12 (4' X 8') 32' = 12 X 32 = 384' - 200' = 184'
- 4) No Charge for Soffits

TOTAL CONTRACT AMOUNT: \$24,600.00

METRO Contractor INCORPORATED

Address: 5301 NW 158 TERRACE UNIT 103

City, State, Zip Code MIAMI GARDENS FLORIDA 33014

CHANGE ORDER

August 26, 2021

Homeowner Name: Katherine Bethel

Address: 950 NE 122 ST N Miami, Florida 33161

Change Order Number: 1

Original Contract Date: January 21, 2021 (Executed agreement date)

Change Order Description :

1. RAFTERS 12 - 2" X 6" X 20' = 12 X 20 = 240
2. FASCIA 12-1" X 8" X 10' = 12 X 10 = 120
3. PLYWOOD 12 (4' X 8') 32' = 12 X 32 = 384' - 200' = 184'
4. NO CHARGE FOR SOFFIT

Original contract sum: \$ 20,600.00

Amount of change order: \$ 4,000.00

New Contract amount after (additional work) \$ 24,600.00

Additional Services (see above) \$ 0

New total contract amount: \$ 24,600.00


Contractor/Manager Signature


Housing Inspector


HSS Director


Homeowner's Signature

HSS Assistant Director

Exhibit "B"

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY HOUSING IMPROVEMENT PROGRAM AGREEMENT

THIS AGREEMENT is entered into this day of July 02, 2021, by and among the following: **Katherine Bethel**, ("Owner"), Owner(s) of the subject property; the **North Miami Community Redevelopment Agency** ("NMCRA"), a public body corporate and politic, having its principal office at 735 NE 125th Street, Suite 100, North Miami, Florida 33161; and **Metro Contractor Incorporated**, ("Contractor"), having its principal business address at 5301 NW 158th Terrace, Unit 301, Miami Gardens, FL 33014, collectively referred to as "Parties", regarding the rehabilitation of the real property legally described as:

The West 33 Feet of Lot 6 and the East 33 Feet of Lot 7, Block 1, of Biscayne Terrace, according to the Plat thereof, as recorded in Plat Book 26, at Page 15, of the Public Records of Dade County, Florida a/k/a 950 NE 122nd Street, North Miami, Florida 33161 (subject property).

WITNESSETH:

WHEREAS, the City of North Miami ("City") has established the Citywide "Housing Improvement Program" ("Program") sponsored by the North Miami Community Redevelopment Agency ("NMCRA") to provide assistance to eligible homeowners for the purpose of providing financial assistance to income eligible residents of North Miami living within the NMCRA boundaries, who are in need of repairs and beautification of their property (Project); and

WHEREAS, the Program is funded by the NMCRA and will be administered by the City's Housing and Social Services Department; and

WHEREAS, for purposes of administration of the Program, the City shall act as the agent of the NMCRA ("Agent"); and

WHEREAS, the Agent utilizes approved funding from the NMCRA in administering the Program; and

WHEREAS, the Owner(s), legal Owner(s) of the property described above, has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the Parties with all applicable provisions of Federal, State, and local laws, statutes, rules and regulations.

NOW, THEREFORE, in consideration of the mutual promises and the money in the amount of Twenty Thousand Six Hundred Dollars and 00/100 Cents (**\$20,600.00**) which the Agent will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. NMCRA Funds in the amount of Twenty Thousand Dollars and 00/100 Cents (**\$20,000.00**) are being utilized for the purpose of beautifying the subject property located within the NMCRA boundaries and Six Hundred Dollars and 00/100, (**\$600.00**) in Owner's Funds are being utilized to make up for the total amount of the project.

2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the "Contract Documents":
 - The Specifications & Proposal related to the Project, attached as composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the Parties under the Program and that the Parties agree to abide by and comply with their roles and responsibilities;
 - Program Regulations and Contractor Method of Payment, attached as Exhibit "B."
3. The Agent, has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. Homeowner(s) is receiving a grant from the NMCRA secured by the above described property. In consideration thereof, homeowner(s) agrees to cooperate promptly with the Agent, and its agents in the correction or completion, as well as the updating of any agreement documents, if deemed necessary or desirable by the NMCRA. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.
5. The Project shall be performed in accordance with the applicable codes, ordinances and Statutes of the State of Florida, the City and Metropolitan Dade County.
6. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy. Owner agrees to purchase Homeowner's Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:
 - a. Hazard (or Homeowner's) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
 - b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
 - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
 - d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

"North Miami Community Redevelopment Agency"
ISAOA ATIMA
(Its Successors and/or Assigns as Their Interests May Appear)
735 NE 125th Street, Suite 100
North Miami, Florida 33161-5654"

7. The Parties acknowledge and agree that funds provided derive from the NMCRA for the uses and purposes referred to in this Agreement.
8. The Owner(s) is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner(s) may achieve compliance by obtaining the required coverage. Failure of Owner(s) to obtain and provide the Agent with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.
9. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.
10. Awards exceeding Ten Thousand Dollars (\$10,000.00) will require a lien placed on the property through a recorded promissory Note and Mortgage for a period of five (5) years from this Agreement execution.
11. If any interest in the property is sold, assigned, subleased, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within five (5) years of this Agreement's execution, such an event shall be considered a default unless the property Owner(s) agrees to repay the remaining balance prior to such event. The indebtedness shall be payable at a rate of four percent (4%) simple interest per year on the remaining principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the NMCRA.
12. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of five (5) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the NMCRA.
13. The Owner(s) and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the NMCRA's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.
14. The Agent may, periodically, inspect the property for the purpose of assuring compliance with this Agreement.
15. In the event the Owner(s) or Contractor prevents the Agent from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the Agent from complying with federal, state or local laws, the Agent shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement.

Further, action by the Owner(s) or Contractor to prevent or deny the Agent's inspection of the project will constitute a default of this Agreement, and the NMCRA shall be entitled to exercise any and all remedies at law or equity.

16. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the Agent. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the NMCRA should such termination or cancellation by the Owner(s) occur.
17. The Owner(s) shall not release or amend this Agreement without the prior written consent of the Agent.
18. Payment to the Contractor for the Project shall be made as described in composite Exhibit "B". After payment is made to the Contractor by the Agent, the NMCRA shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
19. The NMCRA desires to enter into this Agreement only if by so doing the NMCRA can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of Twenty Thousand Dollars and 00/100 Cents (\$20,000.00). Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the NMCRA for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of Twenty Thousand Dollars and 00/100 Cents (\$20,000.00), less the amount of all funds actually paid by the Agent pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the NMCRA's liability as set forth in Section 768.28, Florida Statutes.
20. The Owner(s) and Contractor shall hold harmless, indemnify and defend the NMCRA, its Agent, officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits, or demands arising or accruing by virtue of this Agreement.
21. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
22. In the event of a default, the Agent may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of the Agent's mailing notice of default, the Agent may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the Agent, shall set the amount of compensation to be paid to the Contractor for the work completed up until the time of termination, including replacement of all work areas to a suitable condition.

23. In the event of a default, the NMCRA, shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the NMCRA's right and remedies against the defaulting party. The NMCRA shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
24. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees, or subcontractors:
- a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment of the grant, within thirty (30) days from the date when a Final Certificate of Completion is issued.

Work shall be considered to have commenced and be in active progress when, in the opinion of the Agent a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting.
 - b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
 - c. Default by an Owner(s) on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.
 - d. Insolvency or bankruptcy by the Owner(s) or by the Contractor.
 - e. Failure by the Contractor to maintain the insurance required by the NMCRA.
 - f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the Agent.
25. This Agreement shall be governed by the laws of Florida and venue shall be in Miami-Dade County, Florida.
26. The Owner(s) shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 91-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.
27. Notices and Demands: All notices, demands, correspondence and communications between the Agent, Owner(s) and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the NMCRA: North Miami Community Redevelopment Agency
735 NE 125th Street, Suite 100
North Miami, Florida 33161
Attn: NMCRA Executive Director

With copies to: City of North Miami
776 NE 125th Street
North Miami, Florida 33161
Attn: Housing & Social Services Director

If to Contractor: Metro Contractor Incorporated
Concepcion, Dayan (Registered Agent)
5301 NW 158th Terrace, Unit 301
Miami Gardens, Florida, 33014

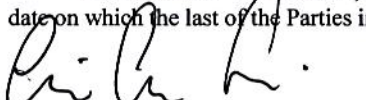
If to Owner(s): Katherine Bethel
950 NE 122nd Street
North Miami, Florida, 33161

or to such address and to the attention of such other person as the NMCRA, Agent, Contractor or Owner(s) may from time to time designate by written notice to the others.

28. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
29. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
30. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
31. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[The remainder of this page is intentionally left blank]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.


Witness


Katherine Bethel, Owner

Date: 6/21/21

Date: 6/21/21


Witness

CONTRACTOR:

By: 

Date: 6/21/21

Date: 6/21/21

APPROVED BY:

E-SIGNED by Alberte Bazile
on 2021-06-22 18:29:39 GMT

Alberte Bazile, MBA
Housing & Social Services Director

Date: June 22, 2021

ATTEST:

E-SIGNED by Vanessa Joseph
on 2021-07-02 19:39:20 GMT

Vanessa Joseph, Esq., NMCRA Secretary

July 02, 2021

NMCRA Secretary Date Signed

North Miami Community Redevelopment
Agency, a public body corporate and politic

E-SIGNED by Rasha Soray-Cameau
on 2021-06-30 14:47:46 GMT

Rasha Soray-Cameau, Executive Director

June 30, 2021

Executive Director Date Signed

Approved as to form and legal sufficiency:

E-SIGNED by Steven Zelkowitz
on 2021-06-22 18:39:03 GMT

Spiritus Law, NMCRA Attorney

June 22, 2021

NMCRA Attorney Date Signed

Exhibit A

SCOPE OF SERVICES

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

EXTERIOR

GENERAL ROOF SPECIFICATIONS

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. **Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract. A copy of the warranty must be submitted to the Homeowner and the Housing Division office upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.**

Additional sheathing to be replaced at % _____ per square foot, or \$ _____ per linear foot

Additional rafters to be replaced at \$ _____ per linear foot

Additional fascia to be replaced at \$ _____ per linear foot

Additional soffit to be replaced at \$ _____ per square foot

Uniform Mitigation Verification Inspection Form - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.

Forms MUST contain the Homeowner signature.

Forms MUST contain the Inspector's Wind Mitigation Certificate of Completion.

01) SLOPED ROOF- ARCHITECTURAL SHINGLES \$8,000.00

Roof Decking is compromised and rotted.

Please assess the roof thoroughly as no change order will be accepted.

Remove all existing roofing covering, underlayments, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep-clean sheathing of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications above. Homeowner will select colors from the manufacturer's standard colors. Upon completion of work, contractor shall furnish Housing Inspector the manufacturer's shingle warranty, product approval and contractor's warranty for ten years against leaks.

- Furnish and install new underlayment.
- Furnish and install a secondary water barrier (smooth surface peel and stick, roofing membrane).
- Finish and install new 3 inches white galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.
- Install new dimensional TIMBERLINE PRESTIQUE 40 High Definition fungus resistant shingles mechanically fastened to deck. Valley shingles may be applied in an open or closed fashion only, not woven.

Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract.

02) FLAT ROOF MODIFIED BITUMEN

\$3,000.00

Shingle colors shall be charcoal or light brown. Homeowner to decide.

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Remove entire sheathing at west side, remove rotted rafters and haul away at once. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged sheathing, missing sheathing and rafters as per Roof General Specifications and replace with code approved plywood, paint to match existing.

Remove/Repair/Replace decking at East side. Brace all rafters with code approved brackets.

Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with

hot asphalt. Where required, install new 3-inch white galvanized drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks. **NOTE: OVER THE LIVING AREA, 1" RIGID INSULATION IS REQUIRED AT FLAT PORTION OF ROOF EXCEPT WHEN PONDING WATER CONDITION EXIST WHERE TAPERED INSULATION SHALL BE USED OR ANY OTHER APPROVED METHOD. INSPECTION/DOCUMENTATION REQUIRED.** There can be no pooling water. Use tapered insulation or build up low areas, if required to prevent any pooling water.

03) REPLACE ALL FASCIA

\$1,000.00

- **Be mindful of cable wires while working.**

Remove and reinstall all electrical wires, cable, and lights to facilitate fascia installation.

Remove damaged or deteriorated fascia and haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring as required by FBC. Fascia replacement shall be with matching size and material. Outside corner shall be mitered and all fascia shall be secured with non-corrosive nails. **Minimum length of any fascia segment shall be 5 feet.** Remove all attachments to the fascia, as required, and reattached, after the fascia replacement. Remove and replace the required roofing system, i.e., shingles, roofing membrane and metal drip edge: match existing. Discuss with the Homeowner, prior to removal any variation.

- Paint new fascia to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** Housing Inspector shall verify brand and VOC level.

04) REPLACE SOFFIT AND SOFFIT SCREEN

\$800.00

Remove all damaged, deteriorated soffit; including replacing all soffit vents. Haul away all debris from property at once. Soffit and vent replacement shall be with matching size and material w/ appropriate plywood. Furnish and install new 1"x2" pressure treated furring, as required. Secure all soffit with **non-corrosive nails**. **Minimum length of any soffit segment shall be 5 feet.** Miter outside corners. Remove all attachments to soffit, as required, and reattach after soffit

replacement.

- Paint new soffit to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Paint Specifications providing a uniform opaque coverage. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** **Housing Inspector shall verify brand and VOC level.**

05) INSTALL NEW RAIN GUTTERS & DOWNSPOUT

\$2,300.00

Install new 6" seamless metal gutter and downspout system (on the perimeter of the entire house). Install new 24" concrete splash blocks at downspouts, discharging the water away from any foundation.

06) PAINT EXTERIOR SURFACE OF HOUSE

\$5,500.00

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew.

NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed.

- Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.

Homeowner will select a maximum of three colors. Prime all joints as necessary. Protect adjacent areas before the painting process. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface to prime. Tint the primer to the color selection. Prime the entire property. **Call Housing Inspector for inspection**

Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and

awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. **Call Housing Inspector prior to application of finish coat.**

NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall left to homeowner for future use.

- Replace all loose and missing stucco siding. Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** Housing Inspector to verify brand and VOC level.
- ***** Awnings, security bars must be sanded to remove paint build up and paint with an oil based paint.**

Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.

TOTAL CONTRACT AMOUNT: \$20,600.00

Exhibit B

Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the executed contract and all applicable plans and specifications. Change orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the Agent North Miami Community Redevelopment Agency (NMCRA) prior to work being performed or change orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner(s)'s responsibility.

The Owner(s) shall certify that all information furnished when applying for NMCRA Housing Improvement Program funds is true and complete. Should it be found that the Owner(s) willfully falsified any information upon which eligibility to obtain NMCRA Housing Improvement Program funds was determined, this Agreement may be canceled by the Agent NMCRA and the Owner(s) shall be required to immediately return to the Agent any sums expended by the Agent in repairing or purchasing the Owner(s) property, including any legal fees incurred during the Program application process, and including administrative costs. **PENALTY FOR FALSE OR FRAUDULENT STATEMENT.** Title 18 U.S.C. Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five (5) years or both."

Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice of Commencement has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

Method of Payment

All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List

- Contractor's Payment Request Worksheet
- Certificate of Completion (**submit only with final payment**)

Final payment shall be due and payable within **forty-five (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the Agent.

ADDITIONALLY, ALL PARTIES AGREED TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.